

Contract no. 879

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
JUN 11 1992
RUTGERS UNIVERSITY

AGREEMENT

Between:

**BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP
CAMDEN COUNTY
NEW JERSEY**

and

**THE EMPLOYEES OF
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP**

January 1, 1992 through December 31, 1994

PREAMBLE

This Agreement entered into this first day of January, 1992 by and between the Board of Fire Commissioners, District No. 2, Gloucester Township in the County of Camden, New Jersey, a municipal body of the State of New Jersey, (hereinafter called the "Board"), and the Employees of Fire District No. 2, (hereinafter called the "Employees").

ARTICLE I
NON-DISCRIMINATION

1. There shall be no Discrimination by the Board or the local against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in a Local, and participation or the lack thereof in legal local activities as permitted herein. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal laws.

ARTICLE II

MANAGEMENT RIGHTS

A. Except to the extent expressly modified by a specific provision of this Agreement, the Board reserves the right and retains solely and exclusively all of its statutory and common law rights to manage this operation of the Fire District #2 of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous Agreement.

B. The sole and exclusive rights of the Board which are not abridged by this Agreement, shall include, but are not limited to:

1. Determining the existence or non-existence of facts which are the basis of the Board of Fire Commissioners District #2 and/or management decision;

2. Establishing or continuing policies, practices, or procedures for the Employees and from time to time changing or abolishing such practices or procedures;

3. Determining, and from time to time modifying, the number, locations, and relocation and types of its employees or discontinuing any performance by employees of the Board;

4. Determining the number of hours per day or week any operation of the Employees may be carried on;

ARTICLE II CONT'D

5. Selecting and determining the number and types of Employees required;

6. Assigning such work to such Employees in accordance with the requirements determined by the Board;

7. Establishing training programs and upgrading requirements for employees within the Board;

8. Establishing and changing work schedules and assignments;

9. Transferring, promoting, or demoting employees for just cause, or laying off; terminating or otherwise relieving employees from duty for lack of work or other legitimate reasons;

10. Determining the facts of lack of work;

11. Continuing, altering, making, and enforcing reasonable rules for the maintenance of discipline;

12. Suspending, discharging, or otherwise taking such measures as the Board may determine to be necessary for the orderly and efficient operation of the Fire District, provided, however, nothing herein shall prevent an Employee from presenting his grievance for the alleged violation of any Article or specific term of this Agreement.

ARTICLE III

LEAVE OF ABSENCE

1. A leave of absence without pay shall, in the discretion of the Board, be granted for good cause to any employee who has been employed for a period of ninety (90) days after probationary period.
2. Such leave of absence may be extended by the Board of Fire Commissioners for a period not to exceed an additional six (6) months.
3. Subject to the approval of the members of the Board at the head of the department, members of such department who may be appointed or elected to an executive position in a bona fide service organization shall be granted a leave of absence with pay to attend the national meeting of the International Fire Chief's Convention. Additional members of such department may also be granted leave of absence with pay to attend such meetings, at the discretion of the member of the Board at the head of the department. The criteria for refusing such leave will be based strictly on a manpower available basis.
4. All special leaves of absence granted under this Article shall be recorded on the employee's record card and reported to the Chairman of the Board.

ARTICLE IV

SICK LEAVE

1. Paid sick leave shall be earned at the rate of thirteen (13) days per year.
2. Sick leave is defined as a temporary inability to perform one's duties by reason of injury, illness or disease.
3. In the event of compensable illness or injury within the New Jersey Workman's Compensation Statute, the Board shall pay to the employee the difference between the normal full rate of pay and any Temporary Disability Benefits payable pursuant to the Workman's Compensation Statute so long as the employee is entitled to such Temporary Disability Benefits.
4. Employees hired prior to January 1, 1989.
Each member of the Bargaining Unit shall be entitled to accumulate sick days without limitation, but payment will be made for a maximum of two hundred (200) unused sick days, for which payment shall be made upon retirement, based upon retirement rate of pay.
5. Employees hired after January 1, 1989
For employees hired after January 1, 1989 unused sick leave shall accumulate from year to year without limitation. There shall be no payment upon retirement for any accumulated sick leave days.

ARTICLE V

DISABILITY LEAVE WITH PAY

1. An employee who is disabled on or off the job, on the recommendation of the Board may be granted disability leave with full pay for up to six (6) months, provided same is not compensated by any other means.

ARTICLE VI

PENSION

1. District employees shall be enrolled in the Public Employees Retirement System (P.E.R.S.) and Social Security - correlated coverage (F.I.C.A.).

ARTICLE VII

COLLEGE INCENTIVE PROGRAM

1. Each employee who enters the College Incentive Program pledges to achieve an Associates degree in Fire Science, administration or related field of study as designated by the institution of higher learning as being within their fire science degree program.
2. Each employee shall be compensated at the rate of ten dollars (10.00) per year for each successfully completed credit earned at an accredited institution of high learning provided the courses studied had the prior approval of the Board.
3. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary yearly.
4. In the event an employee does not earn any additional credits for two (2) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associate Degree. The employee may make application to the Board for relief from the provisions of this section.

ARTICLE VII CONT'D.

5. Credits earned prior to appointment as a District employee may be compensated at the discretion of the Board as long as either an Associates or Bachelors degree had been earned in a related field of study as per Article VII, Section 1.
6. The highest level of compensaton under this program shall be those credits up to and including the Bachelor's degree.

ARTICLE VIII

EDUCATION

1. Employees shall receive schooling and training that would enhance fire company and job operations at no cost, and within the limits of the budget.

ARTICLE IX

HOURS, OVERTIME, AND COMPENSATION

1. The regular duty schedule will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.
2. Employees required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be given compensatory time at the rate of time and one half for overtime.
3. Compensatory time earned must be utilized that calendar year with prior approval of the Board. Comp Time will not be accumulative.
4. Any employee who is required to work prior to his regular shift or on any off duty time will receive a minimum of one (1) hour pay at time and one half or compensatory time at the same rate. Any time worked in excess of the one (1) hour will be compensated on an hourly basis at one and one half time his normal rate for each additional hour worked.

ARTICLE IX CONT'D
HOURS, OVERTIME, AND COMPENSATION

5. a. Effective January 1, 1992 there will be a five percent (5.0%) salary increase, across the board, per step and rank, to run through December 31, 1992.
- b. Effective January 1, 1993 there will be a six percent (6.0%) salary increase, across the board, per step and rank, to run through December 31, 1993.
- c. Effective January 1, 1994 there will be a seven percent (7.0%) salary increase, across the board, per step and rank, to run through December 31, 1994.
6. Each member of the Bargaining Unit who has completed four (4) years of continuous service shall receive longevity pay as follows:
- | | |
|--------------------------|----------------------|
| 5 to 9 years inclusive | 5.00% of annual base |
| 10 to 14 years inclusive | 6.00% of annual base |
| 15 to 19 years inclusive | 7.00% of annual base |
| 20 years or more | 9.00% of annual base |
7. Either party to this Agreement shall have the right to open negotiations on wages and fringe benefits for the calendar years 1992, 1993, and 1994.

ARTICLE IX CONT'D

HOURS, OVERTIME, AND COMPENSATION

8. Notice of Intention to open negotiations as provided for in Section 7 of this Article, shall be accomplished by either party giving notice in writing to the other no sooner than one hundred fifty (150) days prior to February 1 of the calendar year for which negotiations are to be opened.
9. Overtime for off-duty appearances at meetings requested by the Board will be compensated with time and one half pay.
10. Time and one half overtime may be taken either monetarily or as comp time in lieu of monetary compensation. Time and one half will be paid to each District Employee for duties performed above a 40 hour work week. Comp time will be used at the discretion of the employee with approval of the Board. Fire District employees will have preference for all overtime.
11. Senior Apparatus Engineer as part of his work related obligations shall attend the International Association of Fire Chief's convention.
12. Complete wage scale for 1992, 1993, and 1994 will be added to this Agreement upon completion of negotiations.
(Attachments A, B, and C)

ARTICLE X
CLOTHING ALLOWANCE

1. Employees shall receive an annual clothing allowance of three hundred fifty dollars (\$350.00) per employee.
2. Employees shall receive an annual shoe allowance of one hundred (\$100.00) per employee. Shoes must be of and used for a work related nature.

ARTICLE XI

HOLIDAYS

1. All employees will be granted fourteen (14) holidays.

The following holidays are:

- | | |
|-----------------------|---------------------|
| -New Year's Day | -Columbus Day |
| -President's Day | -Election Day |
| -Good Friday | -Veteran's Day |
| -Memorial Day | -Thanksgiving |
| -Independence Day | -Christmas Eve |
| -Labor Day | -Christmas Day |
| -One floating holiday | -Employees Birthday |

ARTICLE XII

VACATIONS

1. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:
 - a. During the first (1st) calendar year of employment if appointed after June 30 One (1) week pro rata
 - b. From the second (2nd) through and including the fourth (4th) calendar year of employment Two (2) work weeks
 - c. From the fifth (5th) through and including the ninth (9th) calendar year of employment Three (3) work weeks
 - d. From the tenth (10th) through and including the fourteenth (14th) calendar year of employment. Four (4) work weeks
 - e. From and after the fifteenth (15th) calendar year of employment. Six (6) work weeks
2. Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Board, however accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of requested compensatory time off and scheduled at such times as the needs of the District permit.
3. With the agreement of the Board, employees annual vacation leave not used within the current year can be reimbursed monetarily; up to one (1) week.

ARTICLE XIII

SEPARATION, DEATH, & RETIREMENT

1. Employees shall retain all pension rights under New Jersey and Gloucester Township Municipal Ordinances.
2. Employees retiring either after twenty five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.
3. Employees intending to retire other than disability pension shall accordingly notify the Board by November of the previous year in which said retirement is to become effective.
4. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payments shall be made at the employees rate of pay at the time of his death.

ARTICLE XIII CONT'D.

5. In the event of an employee's separation from service for any reason not set forth in Section 2 or 4 above, all accumulated vacation, holidays, and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.
6. For benefits payable in the then current year in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, sick leave days, and other compensatory time shall be prorated as of the first of the month if the resignation, death, or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the death, resignation or retirement is effective after the fifteenth (15th) of the month. Benefits shall be prorated on the calendar year from March 1 through February 28.
7. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year of the employee's death shall be payable to the employee's estate or legal representative.

ARTICLE XIII CONT'D.

8. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs, or other temporary leaves.

ARTICLE XIV
SERVICE RECORDS

1. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

ARTICLE XV

FUNERAL LEAVE

- A. 1. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed seven (7) working days.
- 2. The term "immediate family" shall include only spouse, father, mother, or child.
- B. 1. In the event of death in the employee's extended family, the employee shall be granted time off without loss of pay commencing on the day of death, but in no event to exceed three (3) working days.
- 2. The term "extended family" shall include only brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law, or sister-in-law.
- 3. Funeral leave as provided in this Section is intended to be used solely for the purpose of handling necessary arrangements and attending the funeral of the deceased family member.
- C. Funeral leave may be extended at the sole discretion of the Board.

ARTICLE XV CONT'D.

- D. In the event that the death of an extended family member causes an additional burden on the employee him/herself as defined below, the employee will receive his regular rate of pay for the first seven (7) working days following the death of such family member.
- E. "Additional burden" defined: The employee must, in addition to making the usual necessary funeral arrangements and attendance, be called upon to:
1. Have to physically move the household furniture and belongings of the deceased or their survivors to another location.
 2. Have to arrange to dispose of or transfer the business concerns of the deceased.
 3. Have to arrange for the care of survivors of the deceased.
- F. Funeral leave for any other situation not specifically covered under the terms of this Article may be granted by the Board upon application by a member covered under this contract, giving sufficient cause for such leave to be granted.

ARTICLE XVI

TRAVEL EXPENSES

1. Employees shall be reimbursed at the rate of twenty-two (22) cents per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expenses in connection with their official duties.

ARTICLE XVII

HOSPITALIZATION AND MEDICAL BENEFITS

1. All hospital and medical benefits or equivalent currently provided to employees and their families by the Board shall be retained and continued in full force and effect during the term of this Agreement.
2. Effective calendar year 1988, and each year thereafter, the Board shall provide dental benefits for employees covered by this Agreement, and their families under their current dental or an equal or better plan of the Board's choosing.
3. Effective calendar year 1992, and each year thereafter, the Board shall provide prescription coverage with \$300.00 to be used by employee, spouse, and children (under the age of 18). Proper receipts will be supplied for all reimbursements.

ARTICLE XVIII

PERSONAL DAYS

1. Employees shall enjoy at their request four (4) personal leave days per year. Such leave shall be granted subject to the manpower needs of the District. Personal days shall be accumulative up to one (1) year.

ARTICLE XIX

STATUTORY AND LEGAL RIGHTS

1. Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of it's or their rights under R.S. 34:13A, R.S. 40, 40A or any other National, State, County, or Local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XX

SEPERABILITY AND SAVINGS

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXI

SUPERSEDING CLAUSE

1. This agreement supersedes any and all other Agreements, ordinances, and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXII

MAINTENANCE OF BENEFITS

1. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXIII

FULLY BARGAINED PROVISIONS

1. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter unless otherwise herein specifically provided for whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXIV

ADDITIONAL PROVISION

1. Article 24 is added to this Agreement to provide that any provision of the written contract that conflict with the aforestated amendments shall be and are superseded by this Amended Agreement.

ARTICLE XXV
GRIEVANCE PROCEDURE

1. PURPOSE

- a. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
- b. Nothing herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with any appropriate member of the department staff.
- c. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

2. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of policies, agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the local on behalf of an individual or group of individuals, or the Board.

3. STEPS OF THE GRIEVANCE PROCEDURE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent.

Step One:

- (a) An aggrieved employee or employees or the Board shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance, and an earnest effort shall be made to settle the difference between the aggrieved employee and his Commissioner in Charge for the purpose of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance may proceed to Step Two.

ARTICLE XXV CONT'D

Step Two:

- (a) In the event a satisfactory settlement has not been reached at Step One, the grievant may within five (5) days of the Commissioner in Charge's decision, file his written grievance with the Commissioner of Paid Personnel.
- (b) The Commissioner of Paid Personnel shall review the matter and make a determination within ten (10) days of receipt of the grievance.

Step Three:

- (a) In the event a satisfactory settlement has not been reached at Step Two, the grievant may within five (5) days of the Commissioners decision, file his written grievance with the Chairman of the Board.
- (b) The Chairman of the Board shall review the decision of the Commissioner and within ten (10) days from the receipt of the grievance make a written determination.

Step Four:


- (a) In the event the grievance has not been resolved at Step Three, the aggrieved employee may request that the matter be settled in accordance with the New Jersey Employer-Employee Relations Act as amended through July 1, 1980, Section 34:13A-7.

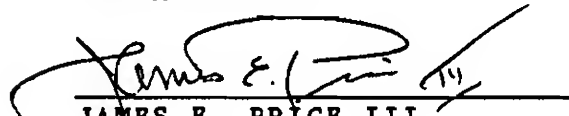
ARTICLE XXVI
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992, unless otherwise provided, and shall be in effect to and including December 31, 1994.

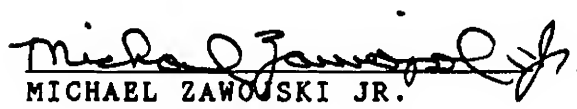
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Gloucester Township, Fire District No. 2, Camden County, New Jersey on this 30TH day of DECEMBER 1991.

EMPLOYEES, FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP


By: 
STEVEN R. LUDWIG
MECHANIC UPD



JAMES E. PRICE III
FIRE OFFICIAL UPD


RUSSELL E. VEALE
MECHANIC'S HELPER UPD

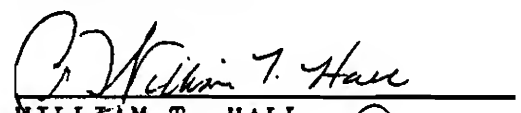

MICHAEL ZAWOUSKI JR.
ADMINISTRATIVE CLERK

BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO. 2
GLOUCESTER TOWNSHIP

By: 
KENNETH A. SAUNDERS
CHAIRMAN


JUDITH F. WEISERTH
SECRETARY/TREASURER


GREGORY J. KARAS
COMMISSIONER


WILLIAM T. HALL
COMMISSIONER


CRAIG R. WATKINS
COMMISSIONER

ATTACHMENT A

WAGE SCALE: 1992

MECHANIC:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
28,701.25	30,499.64	32,408.45	34,315.89	36,223.36	38,130.80	<u>40,170.17</u>
Current Step - 7th		6% Long.	Total	Weekly	Hourly	
40,170.17		2,410.20	42,580.37	818.85	20.47125	

FIRE OFFICIAL:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
26,590.95	28,374.76	30,282.65	32,190.09	34,229.44	36,004.97	<u>37,912.41</u>
Current Step - 7th		5% Long.	Total	Weekly	Hourly	
37,912.41		1,895.62	39,808.03	765.53	19.13825	

CLERK:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
26,590.95	28,374.76	30,282.65	32,190.09	34,229.44	<u>36,004.97</u>	37,912.41
Current Step - 6th		5% Long.	Total	Weekly	Hourly	
36,004.97		1,800.25	37,805.22	727.02	18.1755	
7th Year						

MECHANIC'S HELPER:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
22,470.32	24,624.55	26,514.98	28,537.32	30,559.65	32,581.97	<u>34,604.30</u>
Current Step - 7th		5% Long.	Total	Weekly	Hourly	
34,604.30		1,730.22	36,334.52	698.74	17.4685	

ATTACHMENT B

WAGE SCALE: 1993

MECHANIC:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
30,423.33	32,329.62	34,352.96	36,374.84	38,396.76	40,418.65	<u>42,580.38</u>

Current Step - 7th	7% Long.	Total	Weekly	Hourly
42,580.38	2,980.63	45,561.01	876.17	21.90425

FIRE OFFICIAL:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
28,186.41	30,077.25	32,099.61	34,121.50	36,283.21	38,165.27	<u>40,187.15</u>

Current Step - 7th	6% Long.	Total	Weekly	Hourly
40,187.15	2,411.23	42,598.38	819.19	20.47975

CLERK:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
28,186.41	30,077.25	32,099.61	34,121.50	36,283.21	38,165.27	<u>40,187.15</u>

Current Step - 7th	5% Long.	Total	Weekly	Hourly
40,187.15	2,009.36	42,196.51	811.47	20.28675

MECHANIC'S HELPER:

1st step	2nd step	3rd step	4th step	5th step	6th step	7th step
23,818.54	26,102.02	28,105.88	30,249.56	32,393.23	34,536.89	<u>36,680.56</u>

Current Step - 7th	5% Long.	Total	Weekly	Hourly
36,680.56	1,834.03	38,514.59	740.66	18.5165